

# EXHIBIT C

THE ARBITRATION TRIBUNALS OF THE  
AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between

SPENCER MEYER,  
Claimant,

v.

UBER TECHNOLOGIES, INC.,  
Respondent.

Arbitrator Les Weinstein  
AAA No. 01-18-0002-1956

**JOINT PRE-HEARING ORDER**

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## **I. JOINT OVERVIEW**

On December 16, 2015, Claimant filed in the U.S. District Court for the Southern District of New York a putative class action against Travis Kalanick, then-CEO of Uber Technologies, Inc. (“Uber”), alleging a price-fixing conspiracy in violation of § 1 of the Sherman Antitrust Act, as well as New York’s Donnelly Act. On March 31, 2016, the district court denied Kalanick’s motion to dismiss the amended complaint. On June 20, 2016, the district court granted Kalanick’s

motion to join Uber as a necessary party. The next day, on June 21, 2016, Uber filed a motion to compel arbitration based on the terms of use in its agreement with Meyer, which the district court denied on July 29, 2016. Uber appealed that order to the United States Court of Appeals for the Second Circuit. On August 17, 2017, the Second Circuit vacated the district court's decision and remanded for further proceedings. By order dated March 5, 2018, the district court granted Uber's motion to compel arbitration. On April 16, 2018, Meyer informed the district court that he would proceed with arbitration against Uber.

On May 31, 2018, Meyer filed a demand for arbitration with the American Arbitration Association ("AAA") against Travis Kalanick and Uber, requesting damages, declaratory relief, injunctive relief, and attorneys' fees. On June 29, 2018, Uber answered the demand and requested a hearing. On September 18, 2018, the AAA appointed Les J. Weinstein as arbitrator.

By motion dated January 14, 2019, Travis Kalanick moved to be dismissed as a party from the arbitration. By order dated April 16, 2019, the Arbitrator dismissed Travis Kalanick as a respondent, but ordered that "Mr. Kalanick shall appear if called as a witness at any hearing in this Arbitration." On December 21, 2018, Uber filed a motion to dismiss Meyer's claims for injunctive and declaratory relief and for entry of a proposed award to dispose of the case. By order dated April 16, 2019, the Arbitrator denied Uber's motion.

Pursuant to a stipulation and order dated July 10, 2019, if Meyer prevails on the merits, he will apply for fees, costs, or expenses in a subsequent proceeding. The hearing commencing Wednesday, October 23, will be limited to the merits of Meyer's claims and Uber's defenses.

## **II. CLAIMS AND DEFENSES**

### **A. Meyer's Claims.**

Meyer is a registered Uber rider who challenges Uber's conspiracy to fix prices in violation

of federal and state antitrust laws. Independent and competing transportation firms sell rides to riders like Meyer through the Uber App. Uber refers to these independent competitor-drivers as Uber's "driver-partners." Uber—which itself does not sell any rides—fixes the fares that the Uber driver-partner firms charge their riders. Each competing driver-partner expressly agrees to permit Uber to fix fares, and each firm does so with the clear understanding that all other Uber drivers are also agreeing to charge the same fares. Driver-partners would not agree to fixed fares if their competitors did not reach the same agreement with Uber. This constitutes a horizontal price-fixing agreement, consistent with the decision in *Meyer v. Kalanick*, 174 F. Supp. 3d 817 (S.D.N.Y. 2016). For purposes of this arbitration, Meyer is limiting his challenge to Uber's role in orchestrating this horizontal conspiracy.

This price-fixing conspiracy is most pernicious during periods of surge pricing. During surges, Uber increases fares by a multiplier (*e.g.*, 1.5x or 2.0x). All Uber driver-partners agree to charge the same surged prices by increasing their fares by the same multiple when competing for the same ride at a particular time and place. There is no price competition among driver-partners. As a result, Meyer and other riders must pay substantially higher prices during periods of surge pricing. Driver-partners cannot compete for riders' business by offering rides without surge or otherwise at a lower price. Although Meyer contends that all price-fixing by Uber is illegal, in this arbitration, Meyer is seeking relief relating to periods of surge pricing only.

Accordingly, Meyer demands (i) damages sufficient to compensate him for all surge pricing he has paid, trebled in accordance with the Sherman Act and Donnelly Act; (ii) a declaration that Uber's surge pricing violates the Sherman Act and Donnelly Act; (iii) an injunction prohibiting Uber from continuing to surge riders' prices; and (iv) attorneys' fees, expenses, and costs. The parties have agreed to address claims for fees, expenses, or costs by

motion following a reasoned decision on claims (i)-(iii), above.

**B. Uber's Defenses.**

Claimant cannot meet his burden of proof to establish a *per se* violation of the antitrust laws because, *inter alia*, Uber's dynamic pricing, or "surge pricing," is not subject to a *per se* analysis; there is no conspiracy between Uber and its driver-partners to fix prices; and there is no conspiracy between Uber's driver-partners to fix prices. Claimant also cannot establish antitrust injury or standing. Moreover, even if he were able to meet his burden of proof as to liability, Claimant would not be entitled to the equitable relief he seeks, either under the arbitration agreement or the applicable law. Uber will further address its defenses in its pre-hearing brief, which will be submitted on October 16, 2019.

**III. STIPULATIONS OF LAW AND FACT**

**The parties agree and stipulate to the following, for purposes of this arbitration only:**

**Legal Background**

1. This arbitration is governed by the AAA Consumer Rules.
2. This arbitration was commenced following proceedings in the U.S. District Court for the Southern District of New York, docketed as *Meyer v. Kalanick*, 15-cv-9796 (S.D.N.Y.).

**Uber**

3. Uber is a technology company that, among other things, develops smartphone applications (apps) to match riders requesting rides with drivers willing to provide transportation.
4. Uber driver-partners are not required to drive exclusively on the Uber platform.
5. Riders who have downloaded the Uber app on their smartphone can open the app and

request a ride. The rider may choose from available Uber products, such as UberX, Uber Black, or Uber SUV. A typical ride-request with Uber is as follows: The rider will be told the approximate waiting time until pickup and estimated arrival time at the destination prior to requesting a ride. If the rider then requests a ride, the rider's request is sent to an available driver-partner in the area for that Uber product, who may accept or decline the request. If a driver declines the request, the request will be conveyed to another driver-partner.

**Spencer Meyer**

6. Meyer is a registered Uber rider.
7. Meyer registered with Uber on or about October 18, 2014.
8. As a registered Uber rider, Meyer may use the Uber app to obtain rides on any of Uber's product lines (e.g., UberX, Uber Black, or Uber SUV), where those products are available.

**IV. PROPOSED FINAL AWARD (EXCLUDING FEES, EXPENSES, OR COSTS)**

**A. Meyer's proposed final award:**

**I. Definitions**

As used in this award:

- A. "Drivers-Partners" means firms or persons, not employed by Uber, who sell Rides.
- B. "Fares" means the prices advertised, offered, or charged to Riders for Rides.
- C. "Rides" means automotive transportation advertised or offered on the Uber Platform.
- D. "Riders" means persons who purchase Rides.
- E. "Surge Pricing" means any temporary Fare increase.

- F. “Uber” means Uber Technologies, Inc., and its subsidiaries, whether direct or indirect, and each of their officers, agents, servants, employees, and attorneys.
- G. “Uber Platform” means Uber’s proprietary technology applications that enable Driver-Partners to enter into transactions with Riders.
- H. “Uber Transportation-Related Product” means any options offered in the United States to Driver-Partners and Riders for the sale of Rides, including but not limited to UberBlack, UberBlack SUV, UberX, UberPool, UberXL, UberWAV, and Uber Carseat.
- I. “Uniform Surge Pricing Fares” means a particular Fare with Surge Pricing, uniformly offered, advertised, or charged by Driver-Partner for Rides at a particular place and time as to a particular Uber Transportation-Related Product.

## **II. Applicability**

The declaratory and injunctive relief set forth in this Award is limited to Uber’s Transportation-Related Products. The declaratory and injunctive relief set forth in this Award applies to Uber, as defined in Section I, and to all other persons in active concert or participation with Uber who receive actual notice of this Award by personal service or otherwise.

## **III. Declaratory Relief**

This tribunal DECLARES that Uber’s offering, advertising, fixing, setting, pegging, or establishing of Uniform Surge Pricing Fares violates Section 1 of the Sherman Act, 15 U.S.C. § 1, and New York’s Donnelly Act, N.Y. Gen. Bus. Law § 340.

## **IV. Injunctive Relief**

Uber is ENJOINED and RESTRAINED from offering, advertising, fixing, setting, pegging, or establishing Uniform Surge Pricing Fares, and from agreeing with Driver-Partners to



offer, advertise, fix, set, peg, or establish Uniform Surge Pricing.

However, nothing in this Award shall prohibit Uber from offering, advertising, fixing, pegging, setting, or establishing Fares, including uniform increases in Fares, for any Rides sold by Uber alone, rather than by its Driver-Partners.

**V. Damages**

Uber shall pay Meyer \$82.86, which is treble the amount that Meyer paid in the past as a result of Surge Pricing.

\* \* \*

**B. Uber's proposed final award:**

I, the undersigned Arbitrator, following a full hearing and adjudication of this matter on the merits, hereby award as follows:

1. Claimant's claims for compensatory and trebled damages, including interest thereon, are dismissed in their entirety, with prejudice;

2. Claimant's claim for attorneys' fees and costs is dismissed in its entirety, with prejudice;

3. Claimant's claim for declaratory relief is dismissed in its entirety, with prejudice; and

4. Claimant's claim for injunctive relief is dismissed in its entirety, with prejudice.

This award resolves in full all claims submitted to this arbitration.

**V. WITNESSES**

**A. Meyer's Witnesses:**

Meyer intends to call the following witnesses for his case in chief. Although Meyer's witnesses are listed in the anticipated order of their appearance, Meyer reserves the right to alter

the order in which his witnesses will appear. Meyer also reserves the right to call any witness listed by Uber and any witness necessary for rebuttal.

1. Spencer Meyer
2. Travis Kalanick
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. Annie Kennington

**B. Respondent's Witnesses:**

Uber intends to call the following witnesses. Although Uber's witnesses are listed in the anticipated order of their appearance, Uber reserves the right to alter the order in which its witnesses will appear. Uber also reserves the right to call any witness listed on the Claimant's witness list.

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. Dennis Carlton
5. Colm O'Muircheartaigh<sup>1</sup>

**VI. EXHIBITS**

**A. Meyer's Exhibits**

Uber designates its objections as follows:

No stars:                      No objection

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<sup>1</sup> Respondent has moved to preclude all testimony from Ms. Kennington. If this motion is granted, Respondent will not need to call Dr. O'Muircheartaigh to testify.

One star (\*): Objection to admissibility  
Two stars (\*\*): Objection to authenticity and admissibility

In addition to the objections below, Uber reserves its right to object to use of any document on Meyer's exhibit list absent a sponsoring witness. Uber agrees to provide to Meyer the bases for its objections by October 15, 2019 at 5 p.m. Eastern, so that the parties can meet and confer in good faith to resolve any of their respective evidentiary objections prior to commencement of the hearing.

Meyer Ex. No.	Description	Deposition Ex. or Bates Range	Objections
1	Meyer's AAA Arbitration Demand, dated May 31, 2018	Respondent Deposition Ex. 2	*
2	Uber's Answer to the AAA Demand		*
3	Uber's Rider Terms and Conditions, dated May 17, 2013	TKA000001-9	
4	Transcript of Mar. 9, 2016, Oral Argument on Motion to Dismiss, <i>Meyer v. Kalanick</i> , 15-cv-9796 (S.D.N.Y.), ECF 35		*
5	Memorandum of Law in Support of Defendant Travis Kalanick's Motion to Dismiss, <i>Meyer v. Kalanick</i> , 15-cv-9796 (S.D.N.Y.), ECF 28		*
6	Opinion and Order, <i>Meyer v. Kalanick</i> , 15-cv-9796, (S.D.N.Y. 2016), ECF 37 (denying motion to dismiss)	Claimant Deposition Ex. 1	*
7	<i>Meyer v. Kalanick</i> , 291 F. Supp. 3d 526 (S.D.N.Y. 2018) (compelling arbitration)		*
8	Uber's Responses and Objections to Plaintiff's Third Party Subpoena Duces Tecum, dated May 23, 2016		*
9	Uber's Responses to Plaintiff's First Set of Requests for Admissions (S.D.N.Y.), dated Aug. 8, 2016		*
10	Uber's Responses to Plaintiff's First Interrogatories (S.D.N.Y.), dated Aug. 8, 2016		*
11	Declaration of Colman & Exhibits	ECF 24, 24-1, 24-2	*

12	Declaration of Vincent Mi (no exhibits)	ECF 92-1	*
13	Transcript of Deposition of Michael William Colman, dated Aug. 18, 2016		*
14	Uber's Responses and Objections to Claimant's Request for Production of Documents (AAA), dated Dec. 5, 2018		*
15	"How does Uber match riders with drivers?"	Claimant Deposition Ex. 16	
16	"What principles guide Uber's marketplace?"	Claimant Deposition Ex. 11	
17	"Why do upfront prices matter?"	Uber0001414	
18	"What's happening when prices surge?"	Claimant Deposition Ex. 10	
19	"How can pricing serve riders and drivers?"	Claimant Deposition Ex. 5	
20	"What is the right balance?"	Uber0001474-75	
21	"Why does flexible work matter?"	Uber0001476-77	
22	Uber Partner Terms and Conditions, dated Aug. 2011	Uber0002131-38	
23	Uber Partner Terms, dated July 2013	Uber0002062-70	
24	Uber Technology Services Agreement, dated Dec. 11, 2015	Claimant Deposition Ex. 3	
25	Rasier Technology Services Agreement, dated June 17, 2017	Claimant Deposition Ex. 4	
26	Uber User Terms and Conditions, dated Dec. 6, 2011	Uber0001746-60	
27	Uber User Terms and Conditions, dated Jan. 2, 2016	Uber0001941-52	
28	Uber User Terms and Conditions, dated Nov. 21, 2016	Uber0000001-10	
29	Uber User Terms and Conditions, dated Dec. 13, 2017	Meyer000100-116	
30	DC - uberX Pricing	Claimant Deposition Ex. 8	
31	Tucson - uberX (P2P)	Claimant Deposition Ex. 9	
32	Pricing & Strategy - Support - September 2014	Claimant Deposition Ex. 14	
33	Service Fee Schedule	Claimant Deposition Ex. 15	
34	Driver Incentive Slides	Claimant Deposition Ex. 13	
35	"A Deeper Look at Uber's Dynamic Pricing Model," dated Mar. 12, 2014	Claimant Deposition Ex. 6	
36	Declaration of [REDACTED] in Support of Defendant's Opposition to	Claimant Deposition Ex. 7	**

	Plaintiff's Motion for Class Certification, dated Jan. 11, 2018		
37	Uber Trademark, U.S Patent & Trademark Electronic Search System	Claimant Deposition Ex. 17	**
38	Uber, Transcript of Tony West, Sept. 11, 2019	Meyer000118-130	*
39	Advice Memorandum, Uber Technologies, dated Apr. 16, 2019	Meyer000131-145	*
40	Uber Motion for Summary Judgment, <i>O'Connor v. Uber</i> , 13-03826 (N.D. Cal.), dated Dec. 4, 2014	Meyer000146-182	*
41	Transcript of Jan. 30, 2015, Oral Argument on Motion for Summary Judgment, <i>O'Connor v. Uber</i> , 13-03826 (N.D. Cal.)	Claimant Deposition Ex. 2	**
42	Evangelis Declaration, <i>O'Connor v. Uber</i> , 13-03826 (N.D. Cal.)	Meyer000183-199	*
43	Ex. 15 to Evangelis Declaration, <i>O'Connor v. Uber</i> , 13-03826 (N.D. Cal.)	Meyer000200-202	*
44	Ex. 48 to Evangelis Declaration, <i>O'Connor v. Uber</i> , 13-03826 (N.D. Cal.)	Meyer000203-206	*
45	Response of Uber Technologies, Inc., Before the Public Utilities Commission of the State of California, dated Dec. 11, 2015	Meyer000207-236	*
46	Affidavit of [REDACTED] in Support of Uber's Motion to Dismiss, <i>Saavedra v. Uber</i> , No. 156465/2016 (New York Cty.), dated Sept. 14, 2016	Meyer000237-239	*
47	Declaration of [REDACTED] in Opposition to Plaintiffs' Motion for Conditional Certification, <i>Haider v. Uber</i> , 16-cv-4098 (S.D.N.Y.), ECF 84, dated Dec. 4, 2017	Claimant Deposition Ex. 21	*
48	Transcript of Deposition of [REDACTED], <i>Towe v. Arif</i> , 155040/2016 (N.Y. Sup.), dated Mar. 1, 2018	Meyer000240-389	*
49	Complaint, <i>SC Innovations Inc. v. Uber Technologies, Inc.</i> , 18-cv-07440 (N.D. Cal.), ECF 1	Claimant Deposition Ex. 18	**
50	Screenshots, Side Car	Claimant Deposition Ex. 20	**

51	"Uber Just Caved on a Big Policy Change After Its Drivers Threatened to Strike," Slate, Sept. 12, 2014	Claimant Deposition Ex. 27	**
52	UberCab, Next Generation Car Service	Claimant Deposition Ex. 23	**
53	SFMTA, Notice to Cease and Desist	Claimant Deposition Ex. 24	*
54	Screenshots, Uber App	Claimant Deposition Ex. 26	**
55	Report of Annie Kennington	Respondent Deposition Ex. 9	*
56	Audio, Recorded Interview 190805_1405		*
57	Transcript, Recorded Interview 190805_1405	Respondent Deposition Ex. 13	*
58	Audio, Recorded Interview 190805_1513		*
59	Transcript, Recorded Interview 190805_1513		*
60	Audio, Recorded Interview 190805_1707		*
61	Transcript, Recorded Interview 190805_1707	Respondent Deposition Ex. 14	*
62	Audio, Recorded Interview 190805_1737		*
63	Transcript, Recorded Interview 190805_1737	Respondent Deposition Ex. 15	*
64	Audio, Recorded Interview 190805_1752		*
65	Transcript, Recorded Interview 190805_1752		*
66	Audio, Recorded Interview 190806_1029		*
67	Transcript, Recorded Interview 190806_1029	Respondent Deposition Ex. 25	*
68	Audio, Recorded Interview 190806_1038		*
69	Transcript, Recorded Interview 190806_1038	Respondent Deposition Ex. 16	*
70	Audio, Recorded Interview 190806_1134		*
71	Transcript, Recorded Interview 190806_1134		*
72	Audio, Recorded Interview 190806_1150		*

73	Transcript, Recorded Interview 190806_1150	Respondent Deposition Ex. 17	*
74	Audio, Recorded Interview 190806_1210		*
75	Transcript, Recorded Interview 190806_1210		*
76	Audio, Recorded Interview 190806_1515		*
77	Transcript, Recorded Interview 190806_1515		*
78	Audio, Recorded Interview 190806_1524		*
79	Transcript, Recorded Interview 190806_1524	Respondent Deposition Ex. 18	*
80	Audio, Recorded Interview 190806_1550		*
81	Transcript, Recorded Interview 190806_1550	Respondent Deposition Ex. 26	*
82	Audio, Recorded Interview 190806_1610		*
83	Transcript, Recorded Interview 190806_1610	Respondent Deposition Ex. 19	*
84	Audio, Recorded Interview 190806_1636		*
85	Transcript, Recorded Interview 190806_1636	Respondent Deposition Ex. 27	*
86	Audio, Recorded Interview 190809_0952		*
87	Transcript, Recorded Interview 190809_0952		*
88	Audio, Recorded Interview 190809_1018		*
89	Transcript, Recorded Interview 190809_1018		*
90	Audio, Recorded Interview 190809_1033		*
91	Transcript, Recorded Interview 190809_1033	Respondent Deposition Ex. 20	*
92	Audio, Recorded Interview 190809_1045		*
93	Transcript, Recorded Interview 190809_1045		*
94	Audio, Recorded Interview 190809_1211		*
95	Transcript, Recorded Interview 190809_1211		*

96	Audio, Recorded Interview 190809 1225		*
97	Transcript, Recorded Interview 190809 1225	Respondent Deposition Ex. 21	*
98	Audio, Recorded Interview 190813 0844		*
99	Transcript, Recorded Interview 190813 0844		*
100	Audio, Recorded Interview 190813 0934		*
101	Transcript, Recorded Interview 190813 0934		*
102	Audio, Recorded Interview 190813 1016		*
103	Transcript, Recorded Interview 190813 1016		*
104	Audio, Recorded Interview 190813 1043		*
105	Transcript, Recorded Interview 190813 1043		*
106	Audio, Recorded Interview 190813 1112		*
107	Transcript, Recorded Interview 190813 1112		*
108	Audio, Recorded Interview 190814 0935		*
109	Transcript, Recorded Interview 190814 0935		*
110	Audio, Recorded Interview 190814 0958		*
111	Transcript, Recorded Interview 190814 0958	Respondent Deposition Ex. 22	*
112	Audio, Recorded Interview 190814 1016		*
113	Transcript, Recorded Interview 190814 1016	Respondent Deposition Ex. 23	*
114	Audio, Recorded Interview 190814 1035		*
115	Transcript, Recorded Interview 190814 1035		*
116	Kennington Uber Ride History	FTI000752-776	**
117	Uber Marketplace, by [REDACTED], Product 2018	Uber0005354-5421	
118	Uber Marketplace Primer: Dynamic Pricing, Sept. 2018	Uber0005318-5353	



119	Uber Marketplace Primer: Dynamic Pricing, Sept. 2018	Uber0005265-5299	
120	Trans. of Deposition of Travis Kalanick		*
121	Trans. of Deposition of [REDACTED]		*
122	Trans. of Deposition of [REDACTED]		*
123	Trans. of Deposition of [REDACTED]		*
124	Trans. of Deposition of [REDACTED]		*
125	Trans. of Deposition of Dennis Carlton		*
126	Indemnification Agreement	TKA000244-252	
127	Playbook - Seattle	Uber0005579-5595	
128	Playbook - South Dakota	Uber0005564-5578	
129	Wild Ride: Inside Uber's Quest for World Domination, Adam Lashinsky	Claimant Deposition Ex. 22	**
130	"How and why do drivers earn extra?"	Uber0001471-1472	
131	Driver Communication - "Accept UberX and XL Trips: Earn More Money"	Uber0001576	
132	Driver Communication - "New uberX Prices: More Trips & More Money"	Uber0001586-1588	
133	Uber Marketplace - "The history of pricing," <a href="https://marketplace.uber.com/pricing">https://marketplace.uber.com/pricing</a>	N/A	
134	Spencer Meyer's Uber trip history	N/A	

Meyer reserves the right to use any additional exhibits needed for impeachment purposes and reserves the right to offer into evidence any exhibit listed by Uber.

#### **B. Uber's Exhibits**

Meyer designates his objections, if any, as follows:

No stars: No objection  
 One star (\*): Objection to admissibility  
 Two stars (\*\*): Objection to authenticity and admissibility.

Meyer agrees to provide to Uber the bases for his objections by October 15, 2019 at 5 p.m. Eastern, so that the parties can meet and confer in good faith to resolve any of their respective evidentiary objections prior to commencement of the hearing.

Ex. No.	Reference	Description	Objections
R1	UBER0001414	Uber Marketplace – “Why do upfront prices matter?”	
R1A	UBER0001461- UBER0001462	Uber Marketplace – “Why do upfront prices matter?”	
R2	UBER0001415	Uber Marketplace – “Why does flexible work matter?”	
R2A	UBER0001476- UBER0001478	Uber Marketplace – “Why does flexible work matter?”	
R3	UBER0001420	Uber Marketplace – “What’s happening when prices surge?”	
R3A	UBER0001417- UBER0001419	Uber Marketplace – “What’s happening when prices surge?”	
R4	UBER0001493	Uber Marketplace – “What principles guide Uber’s marketplace?”	
R4A	UBER0001457- UBER0001458	Uber Marketplace – “What principles guide Uber’s marketplace?”	
R5	UBER0001480	Uber Marketplace – “How do we learn what works best?”	
R5A	UBER0001464- UBER0001465	Uber Marketplace – “How do we learn what works best?”	
R6	UBER0001466	Uber Marketplace – “What is the right balance?”	
R6A	UBER0001474- UBER0001475	Uber Marketplace – “What is the right balance?”	
R7	UBER0001473	Uber Marketplace – “How are prices determined?”	
R7A	UBER0001486- UBER0001488	Uber Marketplace – “How are prices determined?”	
R8	UBER0001482	Uber Marketplace – “How does UberPool expand access?”	
R8A	UBER0001467- UBER0001468	Uber Marketplace – “How does UberPool expand access?”	
R9	UBER0001479	Uber Marketplace – “How can pricing serve riders and drivers?”	
R9A	UBER0001469- UBER0001470	Uber Marketplace – “How can pricing serve riders and drivers?”	
R10	UBER0001481	Uber Marketplace – “How and why do drivers earn extra?”	

R10A	UBER0001471- UBER0001472	Uber Marketplace – “How and why do drivers earn extra?”	
R11	UBER0001463	Uber Marketplace – “How does Uber match riders with drivers?”	
R11A	UBER0001483- UBER0001485	Uber Marketplace – “How does Uber match riders with drivers?”	
R12	UBER0001675- UBER0001702	“Driver Incentives slides”	
R13	UBER0005265- UBER0005299	“Marketplace Primer: Dynamic Pricing” PowerPoint, dated September 2018	
R14	UBER0005354- UBER0005421	“Marketplace” PowerPoint by [REDACTED], dated 2018	
R15	Kalanick Exhibit 23	“UberCab: Next-Generation Car Service” Pitch Deck	
R16	UBER0001504- UBER0001519	Driver-Rider Matching PowerPoint	*
R17	UBER0005022- UBER0005028	“A Deeper Look at Uber’s Dynamic Pricing Model,” dated March 12, 2014	
R18	UBER0005036- UBER0005037	“The Effects of Uber’s Surge Pricing,” dated September 17, 2015	*
R19	UBER0005032- UBER0005035	“uberX: Changing Cities,” dated January 9, 2014	*
R20	UBER0001586- UBER0001588	Driver Communication – “New uberX Prices: More Trips & More Money”	
R21	UBER0005038- UBER0005039	“Price Cuts for Riders with Guaranteed Earnings for Drivers,” dated April 24, 2015	*
R22	UBER0005040- UBER0005041	“UPDATED: uberX Price Cut and Its Impact on Drivers,” dated October 23, 2013	*
R23	UBER0005042- UBER0005045	“Beating the Winter Slump – Price Cuts for Riders with Guaranteed Earnings for Drivers,” dated January 8, 2015	*
R24	UBER0005046- UBER0005048	“uberX Price Cut,” dated August 15, 2014	*
R25	UBER0005049- UBER0005050	“Summer Is Winding Down, but uberX Prices Just Got Hotter,” dated August 16, 2014	*
R26	TKA000001-	Uber’s Terms and Conditions for Riders, dated May	

	TKA000009	17, 2013	
R27	UBER0002131- UBER0002138	Partner/Driver Terms and Conditions, dated August 2011	
R28	UBER0002062- UBER0002070	Partner Terms, dated July 2013	
R29	UBER0003991- UBER0004010	Software License and Online Services Agreement, dated April 3, 2015	
R30	UBER0000532- UBER0000554	Technology Services Agreement, dated December 11, 2015	
R31	UBER0002297- UBER0002317	Technology Services Agreement, dated December 11, 2015	
R32	UBER0000377- UBER0000378	Financial Terms Addendum, dated May 22, 2017	
R33	UBER0000205- UBER0000206	Financial Terms Addendum, dated June 17, 2017	
R34	UBER0000253- UBER0000273	Technology Services Agreement, dated June 17, 2017	
R35	UBER0005113- UBER0005114	Uber – “Ensuring Low Wait Times”	
R36	N/A	Uber – “How surge pricing works,” <a href="https://www.uber.com/us/en/drive/partner-app/how-surge-works/">https://www.uber.com/us/en/drive/partner-app/how-surge-works/</a>	
R37	N/A	Uber Newsroom – “Company info,” <a href="https://www.uber.com/newsroom/company-info/">https://www.uber.com/newsroom/company-info/</a>	
R38	N/A	Uber Newsroom – “The history of Uber,” <a href="https://www.uber.com/newsroom/history/">https://www.uber.com/newsroom/history/</a>	
R39	N/A	Uber Marketplace – “The history of pricing,” <a href="https://marketplace.uber.com/pricing">https://marketplace.uber.com/pricing</a>	
R40	N/A	Uber – “Our Products – Ride,” <a href="https://www.uber.com/us/en/about/uber-offerings/">https://www.uber.com/us/en/about/uber-offerings/</a>	
R41	UBER0001625- UBER0001632	“DC – uberX Pricing” PowerPoint	
R42	UBER0001633- UBER0001640	“Tucson – uberX (P2P)” PowerPoint, dated September 30, 2013	
R43	UBER0001641- UBER0001674	“Playbook: Partner Appreciation Events” PowerPoint dated May 2015	

R44	UBER0001496-UBER0001503	“Pricing & Strategy – Support – September 2014”	
R45	UBER0001576	Driver Communication – “Accept UberX and XL Trips: Earn More Money”	
R46	N/A	Uber Rider Help – “Booking Fee,” <a href="https://help.uber.com/riders/article/booking-fee?nodeId=92439a81-251a-48e2-8735-8e8146f84590">https://help.uber.com/riders/article/booking-fee?nodeId=92439a81-251a-48e2-8735-8e8146f84590</a>	*
R47	N/A	Uber Partner Help – “Vehicle Requirements,” <a href="https://help.uber.com/partners/article/vehicle-requirements?nodeId=2ddf30ca-64bd-4143-9ef2-e3bc6b929948">https://help.uber.com/partners/article/vehicle-requirements?nodeId=2ddf30ca-64bd-4143-9ef2-e3bc6b929948</a>	*
R48	N/A	Uber – “24/7 Phone Support,” <a href="https://www.uber.com/us/en/drive/partner-app/phone-support/">https://www.uber.com/us/en/drive/partner-app/phone-support/</a>	
R49	N/A	Lyft – “Personal Power Zones – Lyft Help,” <a href="https://help.lyft.com/hc/en-us/articles/115012926807-Personal-Power-Zones">https://help.lyft.com/hc/en-us/articles/115012926807-Personal-Power-Zones</a>	*
R50	N/A	Juno, “High-demand pricing – Help Center,” <a href="https://help.gojuno.com/hc/en-us/articles/213801649-High-demand-pricing">https://help.gojuno.com/hc/en-us/articles/213801649-High-demand-pricing</a>	*
R51	N/A	Via – “Introducing Via’s Rocket Zones – NYC DWV,” <a href="https://nyc.drivewithvia.com/push/rocket-zones/#toggle-id-5">https://nyc.drivewithvia.com/push/rocket-zones/#toggle-id-5</a>	*
R52	N/A	Via – “Via Rocket Rates – DC DWV,” <a href="https://dc.drivewithvia.com/push/via_rocket_rates/">https://dc.drivewithvia.com/push/via_rocket_rates/</a>	*
R53	N/A	Spencer Meyer’s curriculum vitae	
R54	N/A	Spencer Meyer’s Uber trip history	
R55	Meyer Exhibit 1	Spencer Meyer’s email addresses	*
R56	Meyer Exhibit 3	Spencer Meyer’s credit card statement with Uber charges	
R57	Meyer Exhibit 4	Plaintiff’s Answers to Defendant’s First Set of Interrogatories, dated May 31, 2016	
R58	Meyer Exhibit 5	Declaration of Spencer Meyer, dated June 28, 2016	
R59	Meyer Exhibit 6	Claimant’s Response to Respondent Uber’s Request for Production of Documents, dated December 17,	

		2018	
R60	Meyer Exhibit 7	Plaintiff's Rule 26(a)(1) Initial Disclosures, dated April 22, 2016	
R61	Meyer Exhibit 8	Plaintiff's Objections and Responses to Defendant's Request for Documents, dated May 31, 2016	
R62	N/A	David Gutman, "How Popular Are Uber and Lyft in Seattle?" <i>Seattle Times</i> , dated November 5, 2018	*
R63	N/A	Brooke Barnes, "Disney Introduces Demand-Based Pricing at Theme Parks," <i>New York Times</i> , dated February 27, 2016	*
R64	N/A	City of New Orleans, Office of the Mayor, Press Release: "City Provides Update on Ridesharing Operations Since Introduction to New Orleans Market in Spring 2015," dated February 23, 2016	*
R65	N/A	U.S. Department of Justice & Federal Trade Commission, <i>Horizontal Merger Guidelines</i> , dated August 19, 2010	
R66	N/A	Order Instituting Rulemaking on Regulations Relating to Passenger Carriers, Ridesharing, and New Online-Enabled Transportation Services, Before the Public Utilities Commission of the State of California, Rulemaking 12-12-011	
R67	UBER0005101-UBER0005112	Letter from the Federal Trade Commission to Debbie Ossiander, dated April 19, 2013	*
R68	UBER0001421-UBER0001456	Jonathan V. Hall & Alan B. Krueger, "An Analysis of the Labor Market for Uber's Driver-Partners in the United States," dated November 2016	*
R69	UBER0005080-UBER0005098	M. Keith Chen & Michael Sheldon, "Dynamic Pricing in a Labor Market: Surge Pricing and Flexible Work on the Uber Platform," dated December 11, 2015	*
R70	UBER0005115-UBER0005167	Juan Camilo Castillo, Dan Knoepfle & E. Glen Weyl, "Surge Pricing Solves the Wild Goose Chase," dated March 2018	*
R71	UBER0005187-UBER0005228	Peter Cohen, Robert Hahn, Jonathan Hall, Steven Levitt & Robert Metcalfe, "Using Big Data to Estimate Consumer Surplus," dated August 30, 2016	*
R72	UBER0005229-UBER0005264	Kyungmin (Brad) Lee, Marcus Bellamy, Nitin Joglekar, Shan Jiang & Christo Wilson, "Surge Pricing on a Service Platform Under Spatial	*

		Spillovers: Evidence from Uber”	
R73	N/A	Scott Wallsten, “The Competitive Effects of the Sharing Economy: How Is Uber Changing Taxis?” <i>Technology Policy Institute</i> , dated June 2015	*
R74	N/A	Jonathan V. Hall, John J. Horton & Daniel T. Knoepfle, “Pricing Efficiently in Designed Markets: The Case of Ride-Sharing,” dated May 10, 2019	*
R75	N/A	Expert Report of Dennis W. Carlton, dated August 15, 2019	*
R76	N/A	Expert Rebuttal Report of Dennis W. Carlton, dated September 16, 2019	*
R77	N/A	Expert Rebuttal Report of Colm O’Muircheartaigh, dated September 16, 2019	*
R78	UBER0005075	Data File for Expert Report of Dennis W. Carlton: compass_driver_entry_exit_full.csv	*
R79	UBER0005076	Data File for Expert Report of Dennis W. Carlton: incentive_spend_trip_volume_by_month_compass_20190802.csv	*
R80	UBER0005077	Data File for Expert Report of Dennis W. Carlton: meyer_city_outage_key_compass_aug_2.csv	*
R81	UBER0005078	Data File for Expert Report of Dennis W. Carlton: meyer_trip_level_compass_aug_2.csv	*

Uber reserves the right to use any additional exhibits needed for impeachment purposes and reserves the right to offer into evidence any exhibit listed by Meyer.

## VII. LENGTH OF HEARING

The parties estimate that this case will last five days.

Date: October 11, 2019

/s/ Brian Marc Feldman

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**SO ORDERED.**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LES WEINSTEIN